

## RECORD OF PUBLIC BID OPENING

Requisition # C-020090

Project: D3 – ROADSIDE MOWING

Bid Closing Date: 6/8/06 @ 5:00 PM

Bid Open Date: 6/9/06 @ 10:30 AM

### STATUS – UNDER EVALUATION

Contractor: D.R .Tennant – Eagle, Idaho

ITEM #	APPRX QUANTITY & UNIT	DESCRIPTION	PRICE PER UNIT	TOTAL
SP-1	17.33 MILE	MOWING	\$ 721.00	\$ 12,494.93
SP-2	700 ACRE	MOWING	\$ 96.00	\$ 67,200.00
SP-3	62.00 MILE	MOWING	\$ 444.00	\$ 27,528.00
SP-4	1 LUMP SUM	MOWING	\$ 12,000.00	\$ 12,000.00
SP-5	3.65 MILE	MOWING	\$ 247.00	\$ 901.55
SP-6	3.18 MILE	MOWING	\$ 252.00	\$ 801.36
SP-7	0.59 MILE	MOWING	\$ 254.00	\$ 149.86
SP-8	1.21 MILE	MOWING	\$ 207.00	\$ 250.47
SP-9	22.00 MILE	MOWING	\$ 182.00	\$ 4,004.00
SP-10	10.81 MILE	MOWING	\$ 583.00	\$ 6,302.23
SP-11	9.31 MILE	MOWING	\$ 698.00	\$ 6,498.38
SP-12	7.84 MILE	MOWING	\$ 702.00	\$ 5,503.68
SP-13	13.64 MILE	MOWING	\$ 183.00	\$ 2,496.12
SP-14	1 CONT AMT	RENTAL OF SPECIAL EQUIP	\$ 1500.00	\$ 1,500.00
SP-15	1 LUMP SUM	TRK MOUNTED IMPACT ATTENUATOR (COMPLETE)	\$ 13,500.00	\$ 13,500.00
			TOTAL AMOUNT BID	<b>\$161,130.58</b>

# **IDAHO TRANSPORTATION DEPARTMENT REQUEST FOR BID**

## **DISTRICT 3 ROADSIDE MOWING REQUISITION NO. C-020090**

May 22, 2006

Idaho Transportation Department  
Supply Services Purchasing Section  
3311 West State Street  
Boise, Idaho 83703

### **REQUISITION #: C-020090**

**ALL sealed bids must be received by 5:00 pm on June 8, 2006. Sealed bids will be opened at 10:30 am on June 9, 2006** at Supply Services, Purchasing Office, at 3311 West State Street in Boise. The scope of work on this project consists of furnishing all materials, equipment and labor for roadside mowing as per the specifications contained in the above requisition.

Contact Tina Klamt, Purchasing Agent for Bid Requirements and Clarification at (208) 334-8088

Fax ALL questions regarding this bid to: (208) 334-8824

### **FOR BID RESULTS, PLAN HOLDERS LIST VISIT:**

**<http://itd.idaho.gov/business/business.htm>**

### **RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:**

**Requisition #: C-020090**  
**Bid Close Date: June 8, 2006 5:00 PM**  
**Bid Open Date: June 9, 2006 10:30 AM**  
**Item Bidding: District 3 Roadside Mowing**

### **Mailing Address**

Idaho Transportation Department  
Supply Services Purchasing Section  
P.O. Box 7129  
Boise, Idaho 83707-1129

# REQUEST FOR BID

## DISTRICT 3 ROADSIDE MOWING REQUISITION NO. C-020090

### Table of Contents

#### REQUEST FOR BID

#### TABLE OF CONTENTS

<b>I. SPECIAL PROVISIONS .....</b>	<b>1</b>
1. SUMMARY SCOPE OF WORK .....	1
2. COMPLETION TIME .....	1
3. LIQUIDATED DAMAGES .....	1
4. SEQUENCE OF WORK .....	1
5. EXAMINATION OF SITE .....	1
6. PRE-CONSTRUCTION CONFERENCE.....	1
7. RENEWAL .....	1
8. WORK RESTRICTIONS.....	2
9. EMPLOYMENT AGENCY.....	2
10. TRAFFIC CONTROL AND SAFETY .....	2
11. DESCRIPTION OF WORK.....	3
12. CONSTRUCTION REQUIREMENT .....	4
13. METHOD OF MEASUREMENT.....	7
14. BASIS OF PAYMENT .....	8
15. DEFINITIONS .....	8
<b>II. PROPOSAL GUIDELINES .....</b>	<b>9</b>
1. PERFORMANCE .....	9
2. BIDDING REQUIREMENTS AND CONDITIONS.....	9
3. IRREGULAR PROPOSALS .....	10
4. PROPOSAL QUARANTY / SUREY BOND REQUIREMENT .....	11
5. DISQUALIFICATION OF BIDDERS .....	11
6. CONSIDERATION OF PROPOSALS .....	11
7. EXECUTION / AWARD OF THE CONTRACT .....	11
8. FAILURE TO EXECUTE CONTRACT .....	12
9. RETURN OF PROPOSAL GUARANTY .....	12
<b>III. TERMS AND CONDITIONS.....</b>	<b>12</b>
1. CONTRACT TERM .....	12
2. PAYMENT REQUIREMENTS .....	12
3. CHANGES .....	12
4. CLAIMS FOR ADJUSTMENT AND DISPUTES .....	12
5. COMPLIANCE.....	13
6. TERMINATION .....	13
7. INDEMNIFICATION .....	13
8. INSURANCE REQUIREMENTS .....	14
9. TITLE VI ASSURANCES .....	14

**ATTACHMENTS/FORMS/EXHIBITS**

FAX BACK

SIGNATURE PAGE

BID PROPOSAL

DOMICILE

CONTRACTORS AFFIDAVIT

SPECIAL PROVISIONS – STATE AID

BIDDER'S RESPONSIBILITY PAGE OR CHECKLIST

EXHIBIT I – PLANS, MAPS AND SPECIFICATIONS

BID SCHEDULE

**INVITATION TO BID**  
**DISTRICT 3 ROADSIDE MOWING**  
**REQUISITION NO. C-020090**

**SPECIAL PROVISIONS**

**1. SUMMARY SCOPE OF WORK**

This work shall consist of furnishing all labor, equipment, supplies, tools, and materials required to effectively mow roadsides on State property and right-of-way as shown on the drawings and as specified.

FY06 Dist 3 Mowing: Ada, Boise, Canyon, Elmore, Owyhee and Payette Counties

**2. COMPLETION TIME**

Contract time accounting shall commence 15 calendar days after Contract Award, unless otherwise agreed to in writing by the Engineer. All work shall be completed in 90 calendar days.

**3. LIQUIDATED DAMAGES**

The amount of Liquidated Damages for failure to complete the work on time on this project will be \$500.00 per day. Liquidated Damages for each of these SP items will be \$200.00 per day; but in no case shall Liquidated Damages exceed \$500.00 per day total.

**4. SEQUENCE OF WORK**

Mowing for SP-3, SP-2, and SP-4 shall be completed prior to starting the remaining work of this Contract.

**5. EXAMINATION OF SITE**

Before submitting a bid to the State, bidders are urged to visit the sites where the services are to be performed and fully inform themselves of all the conditions and limitations. Failure to do so will in no way relieve the successful Contractor of the responsibility in furnishing sufficient equipment and personnel to perform all duties described in the specifications without additional cost to the State.

**6. PRE-CONSTRUCTION CONFERENCE**

After the Contract has been awarded and before work commences the Contractor shall meet with the Engineer and or his representative to discuss the Contract terms and work performance requirements. The meeting shall be held a minimum of 7 calendar days before the work commences.

**7. RENEWAL**

The term of this Contract will be for one year, with the option to renew for two additional years, when agreed to by both the Contractor and the Idaho Transportation Department (ITD). The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the Contractor's right, title or interest therein, without written consent of the Engineer.

## **8. WORK RESTRICTIONS**

No work shall be allowed on July 1<sup>st</sup> thru 5<sup>th</sup>, 2006.

No work shall be allowed on September 2<sup>nd</sup> thru 5<sup>th</sup>, 2006.

No work shall be allowed during any special event that would interrupt traffic flow.

## **9. EMPLOYMENT AGENCY**

The designated employment agency is the Idaho Department of Labor at 219 Main, Boise, ID 83735-0030.

## **10. TRAFFIC CONTROL AND SAFETY**

The furnished Traffic Control Plan shall be the minimum traffic control required. If the included Traffic Control Plan does not meet the Contractor's mode of operation, the Contractor shall be required to submit a new Traffic Control Plan to the Engineer for approval prior to the pre-construction conference.

Traffic shall be maintained through the work area and protected in accordance with the Manual of Uniform Traffic Control Devices, as adopted by the State.

Mowers and support vehicles shall be operated in the normal direction of traffic flow when mowing foreslopes.

All vehicles and machinery operating on the right-of-way shall be equipped with at least one roof mounted, high intensity rotating or strobe type amber flasher readily visible from front and rear for at least ½ mile.

The Contractor shall provide, erect, and maintain all traffic control signs and devices, and traffic control for the occupied work areas in accordance with the requirements contained in these specifications and shall take all necessary precautions for the protection of the work and the safety of the public. Traffic control devices shall conform to the Manual of Uniform Traffic Control Devices, as adopted by the State, Part VI. All signs and traffic control devices remain the property and responsibility of the Contractor. Work shall not be initiated until traffic control devices are in place at the work site.

Traffic control devices shall be covered or removed from the roadway when work is not taking place. When flaggers are present, signing for the flagging operation shall be required. Flagging shall be considered incidental to mowing and no separate payment will be made.

When not in use, equipment shall be parked no closer than 30 feet from the edge of the roadway. Vehicles and machinery not currently used in the work shall be parked off the right-of-way at approved locations to minimize interference with the normal use of the highway. Equipment security shall be the responsibility of the Contractor.

Roadside mowing shall also be scheduled to avoid events such as holidays, events that may cause traffic peaks and associated congestion. Mowing shall be performed between ½ hour after sunrise and ½ hour before sunset. The Engineer must pre-approve any change in work time hours.

The cost of furnishing, installing, operating, and maintaining signs, cones, fully equipped shadow vehicles, or other traffic control devices shall be incidental and included in the cost of mowing.

The Contractor shall require his employees to wear highly visible clothing or safety vests while working on the right-of-way. See MUTCD, Part VI, Section 6E-2 for requirements.

Construction traffic control devices shall meet the requirements of NCHRP-350 as follows:

Category 1 Work Zone Safety Devices; including cones, drums, tubular markers, and delineators shall meet the requirements.

Category 2 Work Zone Safety Devices; including barricades, portable sign stands with signs, vertical panels, Category 1 devices with auxiliary lights and/or signs, and devices under 100 lbs (45 kg) shall meet the requirements.

Category 3 Work Zone Safety Devices; including portable signs with hard (plywood, aluminum) substrate, temporary portable concrete barrier, and all devices exceeding 100 lbs (45 kg) and/or "expected to cause significant occupant velocity change" shall meet the NCHRP-350 requirements with the following exception:

Crash Cushions and Truck Mounted Attenuators shall meet NCHRP-350 requirements if purchased AFTER October 1, 1998. All crash cushions and truck mounted attenuators purchased PRIOR to October 1, 1998 may continue to be used until they complete their normal service life if they meet NCHRP-230 requirements.

Category 4 Work Zone Safety Devices; including portable changeable message signs, arrow panels, and other trailer mounted devices may be used without attenuation. These devices may be placed behind crashworthy barriers or shielded with TMA's or crash cushions providing the attenuation does not impair their functionality or create a hazardous condition

The Contractor shall submit a listing of vendor's names and model numbers for all devices used on the project. Approval shall be obtained before use.

**SP-1 MOWING (I-84 MP 0.00 to MP 17.33) (MP 0.00 to 6.00 Center Median)**

**SP-2 MOWING (I-84 MP 17.33 TO MP 59.51)**

**SP-3 MOWING (I-84 MP 59.51 to MP 121.50)**

**SP-4 MOWING (I-184 MP 0.00 TO 2.32)**

**SP-5 MOWING (I-84 MT. HOME BUS LOOP MP 0.00 TO MP 3.65)**

**SP-6 MOWING (I-84 HAMMETT BUS LOOP MP 0.00 TO MP 3.18)**

**SP-7 MOWING (I-84 GLENNS FERRY BUS LOOP MP 0.00 TO MP 0.59)**

**SP-8 MOWING (I-84 GLENNS FERRY BUS LOOP MP 0.21 TO MP 1.41)**

**SP-9 MOWING (SH-21 MP 0.00 TO MP 22.00)**

**SP-10 MOWING (SH-44 MP 11.00 TO MP 21.81)**

**SP-11 MOWING (SH-55 MP 44.65 TO MP 53.96)**

**SP-12 MOWING (SH-69 MP 1.44 TO MP 9.28)**

**SP-13 MOWING (US-20 MP 30.25 TO MP 43.89)**

**SP-14 RENTAL OF SPECIAL EQUIPMENT**

**SP-15 TRUCK MOUNTED IMPACT ATTENUATOR (complete)**

## **11. DESCRIPTION OF WORK**

This work shall consist of furnishing all labor, equipment, supplies, tools, and materials required to effectively mow roadsides on State property and right-of-way as shown on the drawings and as specified. The Contractor shall submit a Gantt chart showing the sequence of work, for approval by the Engineer prior to starting.

Strip mow is mowing a swath of vegetation 6 foot to 12 foot from the edge of vegetation and also includes all mowing necessary to maintain adequate sight distances at curves, off ramps, on ramps, signs, delineators, other roadside structures and radiuses at intersections.

Solid mow shall include mowing all unpaved areas in the entire right-of-way from fence to fence, or a designated segment of rights of way except slopes steeper than 3:1.

Any special mowing outside of the Contract areas that is deemed necessary by the Engineer and/or Inspector, will be paid at the Contract unit price established for the nearest adjacent mowing area.

If a second mow is deemed necessary by the Engineer and/or Inspector for SP-1 through SP-4, the second mowing will be paid for at the Contract unit price already established for corresponding SP's.

## **12. CONSTRUCTION REQUIREMENTS**

The Contractor shall furnish a minimum of two tractors equipped with six-foot (minimum) mowers and two shadow vehicles with water tanks.

Truck mounted attenuator(s) (TMA) will meet the NCHRP-350 TL-3 test criteria for the existing posted speed zones, and have prior approval for use in the State of Idaho. The TMA(s) will be required any time equipment is operating on the Interstate within the traveled way or shoulders. The TMA shall be used in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) guidelines, the plans or as directed by the Engineer. The TMA is to be used as a protective device to protect workers and equipment that are exposed to traffic in a work zone or engaged in maintenance operations. The TMA shall be driven on the roadside shoulder or in accordance with the approved traffic control plan submitted by the Contractor.

All shadow vehicles shall also be equipped with a minimum 100-gallon water tank with pump for emergencies. All shadow vehicles shall have approved fire retardant and extinguishing equipment available for immediate use in case of fire caused by mowing operations. Additional equipment may be necessary, and will be the responsibility of the Contractor.

All mowers must be equipped with manufacturers' safety device(s) to prevent throwing debris on the roadway and causing damage to property by flying debris propelled from under the mower. All damages that may occur as a result of the mowing operation are the sole responsibility of the Contractor. All mowers shall be kept in good operating condition and shall be maintained to provide a clean sharp cut of vegetation at all times.

Contractor's Superintendent shall be equipped with a cellular phone. The cost of this shall be incidental to other items.

The Superintendent shall coordinate with the Engineer or his designated representative on a daily basis, concerning work location and units, and problems or situations that may arise.

The Contractor shall clean all mowing equipment of accumulated clippings and soil prior to start of work of each SP to remove the potential spread of noxious weeds and other undesirable vegetation.

Mowing or trimming will be performed around all appurtenances within the designated areas to be mowed, as described herein, and is considered incidental to other items. Mowing shall include smooth and gradual transitions between areas where designated mowing widths vary. The rate of transition shall be designated in the work areas or in the attached Exhibits.

The Contractor shall mow as close as possible to all fixed objects exercising extreme care so as to not damage trees, plants, shrubs, signs, delineators, mail boxes, or other appurtenances which are a part of the roadside. The mowing of small seedlings and shrubs may be allowed at the discretion of the Engineer. Hand trimming around such objects shall be required of the Contractor. If the Engineer determines that any damage is the result of negligence by the Contractor, repairs or replacement shall be the responsibility of the Contractor at the Contractor's own expense.



Mowers shall be adjusted for a cutting height so that approximately 6" of the mowed vegetation remains standing.

The Contractor shall exercise caution so as not to allow debris to be thrown on the traveled roadway and shall immediately remove and properly dispose of any debris which may be thrown on the roadway by the mowing operation. Mowed grass will not normally be removed unless it is deposited on the traveled traffic lanes in quantities large enough to become a traffic hazard as determined by the Engineer. No additional payment will be made for removal of debris or grass from the roadway surface or dust control from mowing operation.

Mowing will not be permitted when, in the opinion of the Engineer, soil and weather conditions are such that the right-of-way will be damaged by work, or when unusually hazardous conditions exist. No payment will be made for standby time when (in the opinion of Engineer) soil, weather, or emergency conditions do not allow mowing.

The Engineer will determine and identify all non-mow, special vegetation management areas and stands of wildflowers that will be excluded from mowing requirements. All such areas will be identified prior to commencement of work.

Areas to be mowed shall be as follows:

**SP-1 Mowing (I-84 MP 0.00 to 17.33)**

Strip mow both sides of EB and WB lanes 12 feet wide and Interchange Crossovers and Emergency Crossovers, strip mow all ramps.

TMA will be required if operating on any part of traveled way or shoulder.

**Exceptions:**

Full mow on the Center Median from Mp. 0.00 to 6.00

**SP-2 Mowing (I-84 MP 17.33 to 59.51)**

MP 17.33 to MP 54.80 - Solid mow all unpaved areas in the right-of-way.

MP 54.80 to MP 59.51 – Strip mow both sides of EB and WB lanes; strip mow all ramps, interchange crossovers and emergency crossovers 24 feet wide; solid mow median.

TMA will be required if operating on any part of traveled way or shoulder.

**Exceptions:**

No mowing between milepost 48.04 and milepost 49.70.

No mowing from milepost 35.00 to 59.51 between 6:30am to 8:30am and 4:00pm to 6:00pm.

SP-2 Mowing must progress from East to West.

MP 44.00 to 48.00 – Center Median does not get mowed.

**Note:** All areas between MP 49.81 and MP 50.59 (Cole/Overland IC area) are mowed by Boise City, with the exception of the following three (3) areas, as shown on the plans:

A) MP 49.81, WB on ramp, left. Solid mow north of ramp and west of LDS Temple's landscaped area to gore section.

B) MP 50.44, WB off ramp, left (to Overland Rd.). Solid mow between ramp and right-of-way.

C) MP 50.59, EB on ramp, right. Solid mow between ramp and right-of-way to gore section.

**SP-3 MOWING (I-84 MP 59.51 to 121.50)**

Strip mow both sides of EB and WB lanes; strip mow all ramps, interchange crossovers & emergency crossovers 12 feet wide.

Solid mow all designated unpaved areas in the right-of-way as shown in details.

Solid mow all non-maintained areas and medians at East Boise Port of Entry (eastbound and westbound) from right-of-way fence-line to right-of-way fence-line. On the EB side, this area extends from MP 65.70 to MP 66.64, and on the WB side, from MP 66.03 to 66.89, or as directed by the Engineer. This work will be incidental to SP-3.

TMA will be required if operating on any part of traveled way or shoulder.

**Exceptions:**

No mowing from milepost 117.00 to milepost 118.00.

No mowing Blacks Creek Rest area.

No mowing from milepost 59.51 to 63.50 between 6:30am to 8:30am and 4:00pm to 6:00pm.

**SP-4 MOWING (I-184 MP 0.00 TO 2.32)**

Solid mow all unpaved areas in the right-of-way per plans.

**SP-5 MOWING (I-84 MT. HOME BUS. LOOP MP 0.00 TO 3.65)**

Strip mow both sides of EB and WB lanes 6 feet wide from the edge of vegetation (where possible) on all foreslopes.

**SP-6 MOWING (I-84 HAMMETT BUS. LOOP MP 0.00 TO 3.18)**

Strip mow both sides of EB and WB lanes 6 feet wide from the edge of vegetation (where possible) on all foreslopes.

**SP-7 MOWING (I-84 GLENNS FERRY BUS. LOOP MP 0.00 TO 0.59)**

Strip mow both sides of EB and WB lanes 6 feet wide from the edge of vegetation (where possible) on all foreslopes.

**SP-8 MOWING (I-84 GLENNS FERRY BUS. LOOP MP 0.21 TO 1.41)**

Strip mow both sides of EB and WB lanes 6 feet wide from the edge of vegetation (where possible) on all foreslopes.

**SP-9 MOWING (SH-21 MP 0.00 to 22.00)**

Strip mow both sides of NB and SB lanes 6 feet wide from the edge of vegetation (where possible) on all foreslopes.

**Exceptions:**

No mowing on Fridays, Saturdays or Sundays.

No mowing between MP 3.58 and MP 8.25.

**SP-10 MOWING (SH-44 MP 11.00 TO MP 21.81)**

Strip mow both sides of NB and SB lanes 6 feet wide from the edge of vegetation (where possible) on all foreslopes.

**Exceptions:**

Mow full width from Mp. 11.00 to 17.53

**SP-11 MOWING (SH-55 MP 44.65 TO 53.96)**

Mow full width both sides of NB and SB lanes (where possible) on all foreslopes. Additional signing will be required.

**Exceptions:**

No mowing on Fridays, Saturdays or Sundays.

**SP-12 MOWING (SH-69 MP 1.44 TO MP 9.28)**

Solid mow NB and SB lanes.

**SP-13 MOWING (US-20 MP 30.25 TO MP 43.89)**

Strip mow both sides of EB and WB lanes 6 feet wide from the edge of vegetation (where possible) on all foreslopes.

**SP-14 RENTAL OF SPECIAL EQUIPMENT**

This SP shall be in affect only as directed by the Engineer and/or Inspector for the rental of “Special equipment” when needed in order to complete areas too steep for normal mowing operations.

**SP-15 TRUCK MOUNTED IMPACT ATTENUATORS**

Provide complete TMA as specified herein.

**Note:** No separate payment will be made for the shadow vehicle operator.

**13. METHOD OF MEASUREMENT**

**SP-1 MOWING and SP-3 MOWING** will be measured by the mile, measured along the centerline. An example is: mowing both sides, adjacent to the pavement of I-84 EB and WB lanes from MP 0.00 to MP 1.0 is 1 mile for the EB lane plus 1 mile for the WB lane, for a total of 2 miles.

**SP-2 MOWING** will be measured by the acre.

**SP-4 MOWING** will be measured by Lump Sum.

**SP-5 MOWING through SP-13 MOWING** will be measured by the mile, measured along the centerline. Mowing both sides, adjacent to the pavement on Undivided Roadway from MP 0.00 to MP 1.0 is 1 mile.

Ramps, interchanges & emergency crossovers mowing are incidental to these items.

**SP-14 RENTAL OF SPECIAL EQUIPMENT** will be measured as a contingency amount. This is in place for the rental of equipment that maybe needed to mow steep areas along the roadway. If the contingency amount is exceeded, Contractor shall be responsible for the price difference.

**SP-15 Truck Mounted Impact Attenuator (TMA)** shall be measured by lump sum permanently mounted on the vehicle(s) including all materials, licenses, insurance, operator and equipment necessary to complete this item, regardless of the number of TMA(s) used.

**Basis of Payment.** The accepted quantities for the items will be paid for at the Contract unit prices for the items listed below. Payment will be made on “Plan Quantities” as specified in Subsection 109.01.

<b><u>Pay Item</u></b>	<b><u>Pay Unit</u></b>
<b>SP-1 MOWING (I-84 MP 0.00 TO MP 26.65)</b>	<b>Mile</b>
<b>SP-2 MOWING (I-84 MP 17.33 TO MP 59.51)</b>	<b>Acre</b>
<b>SP-3 MOWING (I-84 MP 59.51 TO MP 121.50)</b>	<b>Mile</b>
<b>SP-4 MOWING (I-184 MP 0.00 TO 2.32)</b>	<b>Lump Sum</b>
<b>SP-5 MOWING (I-84 Mt. Home Bus Loop MP 0.00 TO MP 3.65)</b>	<b>Mile</b>
<b>SP-6 MOWING (I-84 Hammett Bus Loop MP 0.00 TO MP 3.18)</b>	<b>Mile</b>
<b>SP-7 MOWING (I-84 Glenn’s Ferry Bus Loop MP 0.00 TO MP 0.59)</b>	<b>Mile</b>
<b>SP-8 MOWING (I-84 Glenn’s Ferry Bus Loop MP 0.21 TO MP 1.41)</b>	<b>Mile</b>
<b>SP-9 MOWING (SH-21 MP 0.00 TO MP 22.00)</b>	<b>Mile</b>
<b>SP-10 MOWING (SH-44 MP 11.00 TO MP 21.81)</b>	<b>Mile</b>
<b>SP-11 MOWING (SH-55 MP 44.65 TO MP 53.96)</b>	<b>Mile</b>
<b>SP-12 MOWING (SH-69 MP 1.44 TO MP 9.28)</b>	<b>Mile</b>
<b>SP-13 MOWING (US-20 MP 30.25 TO MP 43.89)</b>	<b>Mile</b>
<b>SP-14 RENTAL OF SPECIAL EQUIPMENT</b>	<b>Cont Amt</b>
<b>SP-15 TRUCK MOUNTED IMPACT ATTENUATOR (complete)</b>	<b>Lump Sum</b>

## **15. DEFINITIONS**

**Appurtenances:** Delineators, signs, posts and other objects within the mow zone.

**Backslope:** Roadside from the bottom of the ditch to the fence or the ROW boundary

**Calendar Days:** Any day shown on the calendar, beginning and ending at midnight.

**Department:** Idaho Transportation Department (ITD)

**Engineer:** ITD Regional Engineer or designated representative.

**Foreslope:** Roadside from the pavement shoulder to the bottom of the ditch.

**Inside:** That area being the median between the roadways.

**Interchanges:** Any of the entrances or exits on an Interstate where traffic can enter or depart.

**Median:** Unpaved area between two way traffic on a divided highway.

**MUTCD:** Manual on Uniform Traffic Control Devices, as adopted by the State.

**Outer Separations:** Roadside adjacent to interchanges and road excluding Median.

**Outside:** That area between the edge of roadway and the right-of-way fence.

**Roadside:** All unpaved land in the entire right-of-way.

**Shoulder Strip Mowing:** That area including the foreslope plus designated backslope or embankment slope consisting of a continuous and defined swath for a prescribed distance.

**Shoulder:** The strip of land along the edge of a paved road.

**Solid Mowing:** That area so designated that requires mowing of all unpaved areas in the entire right-of way from fence to fence within areas or situations that require a more manicured look or more detailed scheduling requirements.

**Spot (Safety) Mowing:** That area so designated that deals with specific situations that will result in improved visual impact, maintain sight distances such as inside curves, on ramps, off ramps, intersections, and private entrances, to reduce the possibility of drifting snow due to excessive roadside vegetation height, or to reduce the likelihood of concealing livestock or wildlife.

**State:** State of Idaho, Idaho Transportation Department

**Structures:** Overpasses, bridges, guardrails, sign installations.

**Swath:** The width, which may vary, covered with one pass of a mowing device.

**Transition Mowing:** An area so designated that blends from an area that is not mowed to an area that will be mowed. Avoids abrupt changes in the mowing patterns to reduce visual impact or to provide adequate sight distances for signs, other roadside structures and intersections.

**Work Units:** A definite amount or quantity of work used as a standard of measurement. May be used to measure a prescribed amount of work such as per hour, per acre, per mile etc.

## **II. PROPOSAL GUIDELINES**

### **1. Performance**

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

### **2. Bidding Requirements and Conditions**

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure

timely receipt. No proposals will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the bid schedule, the bidder shall specify a unit price in figures for each pay item for which a quantity is given and show the products of the respective unit prices and quantities written in figures in the column "Amount Bid," and the total amount of the bid obtained by adding the amounts of the several items. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid proposal shall be considered irregular and the bid will be rejected.

The bidder's proposal shall be signed with ink by the individual, by one or more members of the partnership, by one or more members or officers of each firm representing a joint venture, by one or more officers of a corporation, or by an agent of the bidder legally qualified and acceptable to the State. If the proposal is made by an individual, their name and post office address shall be shown; by a partnership, the name and post office address of each partner shall be shown; as a joint venture, the name and post office address of each member or officer of the firms represented by the joint venture shall be shown; by a corporation, the name of the corporation and the business address of its corporate officials shall be shown.

### **3. Irregular Proposals**

Proposals will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Proposal Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in Ink.
7. If Addendums are not signed and returned with the Bid Documents.
8. If the required Public Works License Number is not inserted on the Signature Page.

### **4. Proposal Guaranty / Surety Bond Requirements**

No proposal will be considered unless accompanied by a guaranty of the character and in an amount not less than the amount indicated on the Request for Bid.

If a surety bond is used, it shall be submitted on an acceptable form signed by the bidder and their surety company. Power of Attorney for the person who executes the bond on behalf of the surety as Attorney-In-Fact must accompany the proposal bond.

The lowest responsive bidder shall furnish a performance bond and a payment bond each in the amount of the contract.

The lowest responsive bidder may deposit government obligations in lieu of performance and payment bonds under the following conditions:

1. The obligations shall be acceptable to the State Treasurer.
2. The obligations shall be payable to, or fully negotiable by, the Department.
3. The obligation shall be in an amount equal at fair market value to the penal sum of the required surety bonds.
4. The bidder pays the initial and return transfer charges for transmittal of the obligation of the Treasurer's Office.

Within **90 days** after final acceptance for the project those obligations deposited, as a performance bond will be returned, less any amount owed to the Department as a result of this contract. Obligations deposited, as the payment bond shall be held for a period of one year from the date of acceptance of the project for settlement of claims in accordance with Idaho Code, Section 54-1927.

Government obligations shall be deposited with the State Treasurer with instructions to issue a safe keeping receipt to the Department.

## **5. Disqualification of Bidders**

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal or proposals:

1. More than one proposal, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

## **6. Consideration of Proposals**

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available at <http://itd.idaho.gov/business/business.htm>.

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

## **7. Execution / Award of the Contract**

The award of contract, if it is awarded, will be made within **15 calendar days** after the Intent to Award Notice letter has been mailed to the lowest responsive bidder whose proposal complies with all requirements prescribed.

However, the award may be deferred beyond **15 calendar days** by mutual written agreement between the Department and the lowest responsive bidder.

The contract shall be signed by the lowest responsive responsible bidder and returned together with the Surety bonds, **within 15 calendar days** after the bidder has received the contract. If the contract is not executed by the State within **15 calendar days** following receipt from the bidder of the signed contracts and bonds, the bidder shall have the right to withdraw their bid without penalty. No contract shall be considered as effective until it has been fully executed by all of the parties thereto.

#### **8. Failure to Execute Contract**

Failure to execute the contract and file acceptable bonds within **15 calendar days**, after the contract has been received by the bidder, shall be just cause for the cancellation of the award of contract and the forfeiture of the proposal guaranty which shall become the property of the State, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised or otherwise, as the Department may decide.

#### **9. Return of Proposal Guaranty**

Proposal guaranties, except those of the two lowest responsive bidders, will be returned immediately following the opening and checking of the proposals. The retained proposal guaranty of the unsuccessful of the two lowest responsive bidders will be returned within 10 days following the award of contract and that of the successful bidder will be returned after satisfactory Surety bonds have been furnished and the contract has been executed.

### **III. TERMS AND CONDITIONS**

#### **1. Contract Term**

All work shall commence 15 calendar days after Contract Award and be completed in 90 calendar days.

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title or interest therein without prior written consent and approval of the Purchasing Agent.

#### **2. Payment Requirements**

Payments will be made as provided: Upon satisfactory completion of services specified herein, the Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied.

#### **3. Changes**

The Department reserves the right to revise the “Work Locations and Schedule” and to make other changes within the general Scope of Work as may be deemed necessary to best serve the interests of the Department. Changes in compensation, which may result from such revisions, shall be documented by formal Change Order to the contract and approved by the Purchasing Agent.



#### **4. Claims for Adjustment and Disputes**

If the Contractor believes that additional compensation is due them for work or material not clearly covered in the contract, or not ordered as extra work, as defined herein, they shall prosecute their claim in the following manner.

Prior to doing the work on which they believe additional compensation is due them, the Contractor shall notify the ITD Purchasing Agent in writing of their intent to file a claim. If such notification is not given, then the Contractor shall thereby waive their right to any claim for such additional compensation.

At a minimum, the detailed letter shall include a narration of events, citing of entitlement and a showing of the amount of compensation and/or adjustment of time believed due. Full documentation for all elements in the letter shall be included. The claim will be considered and a determination made. The Purchasing Agent will notify the Contractor in writing of the decision.

The decision will be final and conclusive unless, within thirty (30) days from receipt of the Purchasing Agent's letter, the Contractor submits an appeal in writing to the Purchasing Agent. All pertinent information, references, arguments and data to support the claim shall be included. The Purchasing Agent will review the claim and the Contractor will be notified by mail. This decision will be final and conclusive.

In connection with any appeal proceeding under this subsection, the Contractor will be afforded an opportunity to be heard and offer evidence in support of their claim at any level of review. Pending final decision of a dispute hereunder the Contractor shall proceed diligently with performance of the contract.

#### **5. Compliance**

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 6 Termination.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

#### **6. Termination**

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit, and if the unpaid balance of the contract price exceeds the expense of finishing the work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor's surety shall pay the difference to the Department

#### **7. Indemnification**

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or

their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

## **8. Insurance Requirements**

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The following is a brief explanation of the required insurance coverage. A certificate of insurance will be required of the contractor selected.

- 1) Worker's Compensation. The CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to the Division of Purchasing generating the contract. The CONTRACTOR must show proof of such coverage by presenting to the Division of Purchasing a valid certificate of insurance showing statutory coverage.

- 2) Employer's Liability. This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.
- 3) Liability Insurance. For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Division of Purchasing. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

### **Required Insurance:**

1. Commercial General Liability Insurance. The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$2,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

### **Additional requirements:**

State of Idaho as Additional Insured. The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.

Notice of Cancellation or Change. The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

## **9. TITLE VI Assurances**

### **I. APPLICATION**

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

### **II. EMPLOYMENT LISTS, LABOR SELECTION, NON-DISCRIMINATION**

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

#### **1. Compliance with Regulations:**

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

#### **2. Nondiscrimination:**

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

#### **3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:**

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withhold progress payments until it is determined that the contractor is found in compliance;
- b. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- c. Cancel or terminate the contract for cause;
- d. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### III. LABOR PROVISIONS

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams' trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.

**ATTACHMENTS/FORMS/EXHIBITS**

FAX BACK

SIGNATURE PAGE

BID PROPOSAL

DOMICILE

CONTRACTORS AFFIDAVIT

SPECIAL PROVISIONS – STATE AID

BIDDER’S RESPONSIBILITY PAGE OR CHECKLIST

EXHIBIT I – BID SCHEDULE, PLANS, MAPS AND SPECIFICATIONS

**Requisition # C-020090**  
**Project: District 3 Roadside Mowing**

**INTENTION TO RESPOND**  
***NO FAX COVER SHEET IS REQUIRED***

**FAX BACK: 208 334-8824**

Your assistance is requested. Please fax back immediately.

To: Idaho Transportation Department  
Purchasing Section  
PO Box 7129  
Boise, Idaho 83707-1129

---

BID CLOSING ON: JUNE 8, 2006 @ 5:00 P.M.  
BID OPENS ON: JUNE 9, 2006 @ 10:00 A.M.

**Please check all that apply**

\_\_\_\_\_ Company intends to prepare and submit a proposal to the requisition listed above.

\_\_\_\_\_ Company does not plan to respond.

\_\_\_\_\_ Other Message/Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Company Name \_\_\_\_\_

Individual/Owner's Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Person \_\_\_\_\_  
(Please Print)

Phone # \_\_\_\_\_ Fax # \_\_\_\_\_



**IDAHO TRANSPORTATION DEPARTMENT**

P.O. Box 7129  
Boise ID 83707-1129

(208) 334-8000  
itd.idaho.gov

**SIGNATURE PAGE**  
**Request for Bid**

**THIS SHEET MUST BE FILLED, SIGNED AND RETURNED WITH YOUR BID**

**TRANSPORTATION BOARD**

Charles Winder  
*Chairman*

John X. Combo  
*Vice Chairman*  
District 6

John McHugh  
District 1

Bruce Sweeney  
District 2

Monte McClure  
District 3

Gary Blick  
District 4

Neil Miller  
District 5

David Ekern, P.E.  
*Director*

Sue Higgins  
*Board Secretary*

THE UNDERSIGNED HEREBY OFFERS TO SELL TO IDAHO TRANSPORTATION DEPARTMENT THE SPECIFIED PROPERTY AND/OR SERVICES, IF THIS BID, QUOTE, OR PROPOSAL IS ACCEPTED WITHIN A REASONABLE TIME FROM DATE OF CLOSING, AT THE PRICE SHOWN IN OUR BID, QUOTE, OR PROPOSAL AND UNDER ALL THE TERMS AND CONDITIONS CONTAINED IN, OR INCORPORATED BY REFERENCE, INTO THE IDAHO TRANSPORTATION DEPARTMENT BID SOLICITATION.

SUBMISSION OF A BID, QUOTE, OR PROPOSAL TO IDAHO TRANSPORTATION DEPARTMENT SHALL BE DEEMED AN OFFER TO SELL THE SPECIFIED PROPERTY AND/OR SERVICES AT THE PRICE SHOWN IN THE BID, QUOTE, OR PROPOSAL AND UNDER THE STATE OF IDAHO'S TERMS AND CONDITIONS. <http://adm.idaho.gov/purchasing/purchasingrules.html>

AS THE UNDERSIGNED, I ALSO CERTIFY I AM AUTHORIZED TO SIGN THIS BID, QUOTE, OR PROPOSAL FOR THE BIDDER AND THE BID SOLICITATION IS MADE WITHOUT CONNECTION TO ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME GOODS AND/OR SERVICES AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD.

NO LIABILITY WILL BE ASSUMED BY IDAHO TRANSPORTATION DEPARTMENT FOR A BIDDER'S FAILURE TO OBTAIN THE TERMS AND CONDITIONS IN A TIMELY MANNER FOR USE IN THE BIDDER'S RESPONSE TO THIS BID SOLICITATION OR ANY OTHER FAILURE BY THE BIDDER TO CONSIDER THE TERMS AND CONDITIONS IN THE BIDDER'S RESPONSE TO THE BID SOLICITATION.

**Please complete the following information:**

BIDDER (Company Name) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TOLL-FREE # \_\_\_\_\_ PHONE # \_\_\_\_\_

FAX # \_\_\_\_\_ EMAIL \_\_\_\_\_

FEDERAL TAX ID / SSN # \_\_\_\_\_

PUBLIC WORKS CONTRACTORS LICENSE #: \_\_\_\_\_

**THIS SIGNATURE PAGE MUST BE SIGNED & RETURNED WITH YOUR BID FOR BID TO BE CONSIDERED.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please type or print name

\_\_\_\_\_  
Title



## **B I D P R O P O S A L**

TO: IDAHO TRANSPORTATION BOARD  
Idaho Transportation Department

In compliance with your invitation for bids to be received **June 8, 2006 @ 5:00 P.M., and opened on June 9, 2006 @ 10:30 A.M.**, the undersigned certifies they have examined the location of work and/or materials sites, and has satisfied themselves as to the condition to be encountered, and that the plans, specifications, contract and method of payment for such work is understood. The undersigned hereby agrees to furnish all materials, equipment and labor for District 3 roadside mowing as per the specifications contained in **Requisition Number C-020090**.

**On the acceptance of this bid for said work the undersigned will furnish the 100% Contract Performance and Payment Bonds with approved and sufficient surety within 15 days after the contract is presented for signature.**

Accompanying this bid proposal is a Bid Bond or Cashier's Check in the amount of five percent (5%) of the total amount bid.

The bidder agrees that if awarded the contract, work will commence 15 calendar days after contract award and be completed within 90 calendar days. In conformity with and subject to such extensions as may be authorized by the terms of "Determination and Extension of Contract Time," Subsection 108.06 of the said Standard Specifications.

By signing this bid proposal (P-3, A, B or C), the bidder being duly sworn states that the firm, association or corporation to whom this contract is to be awarded has not by or through any of its officers, partners, owners or any other person associated therewith, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this highway project, and is not financially interested in or otherwise affiliated in a business way with any other bidder on this project.

**BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **CORPORATE** CONTRACTORS

Date \_\_\_\_\_, 2005

Name, Address and Phone Number of Corporation:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

Incorporated under the laws of the State of \_\_\_\_\_

Name & Address of President \_\_\_\_\_

Name & Address of Secretary \_\_\_\_\_

Name & Address of Treasurer \_\_\_\_\_

SIGNATURE

\_\_\_\_\_  
President, Vice President, etc...

State of \_\_\_\_\_, County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before

me \_\_\_\_\_, personally appeared \_\_\_\_\_,

(Notary Public)

known or identified to me to be the President or Vice President or Secretary or Assistant Secretary, of the corporation

that executed the instrument or the person who executed the instrument on behalf of said corporation, and

acknowledged to me that such corporation executed the same.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

**BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **PARTNERSHIP**

Date \_\_\_\_\_, 2005

Name, Address and Phone Number of Bidder:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

**SIGNATURE:**

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Partner")

\_\_\_\_\_  
Address

*THIS MUST BE SIGNED BY AT LEAST ONE GENERAL PARTNER*

State of \_\_\_\_\_, County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

before me \_\_\_\_\_, personally appeared  
(Notary Public)

\_\_\_\_\_, known or identified to me to be one

of the partners in the partnership of \_\_\_\_\_

**(Partnership Name Signed to Instrument)**

and the partner or one of the partners who subscribed said partnership name to the foregoing

instrument, and acknowledged to me that they executed the same in said partnership name.

\_\_\_\_\_  
Notary Public For \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

**BIDDER'S SIGNATURES REQUIRED**

TO BE EXECUTED BY **SOLE PROPRIETOR**

Date \_\_\_\_\_, 2005

Name, Address and Phone Number of Bidder:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Phone Number

Idaho Public Works Contractors License Number \_\_\_\_\_

SIGNATURE:

\_\_\_\_\_  
(Name & Title, as "Owner")

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Name & Title, as "Owner")

\_\_\_\_\_  
Address

State of \_\_\_\_\_. County of \_\_\_\_\_ ss

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_,

before me \_\_\_\_\_, personally appeared  
(Notary Public)

\_\_\_\_\_, known or identified to me to be the

person whose name is subscribed to the within instrument, and acknowledged to me that

\_\_\_\_\_ executed the same.  
(he/she/they)

\_\_\_\_\_  
Notary Public For \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

## **DOMICILE**

PREFERENCE FOR IDAHO DOMICILED CONTRACTORS ON PUBLIC WORKS (Idaho Code 67-2348 - Effective July 1, 1982). To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district, irrigation district, drainage district, sewer district, highway district, good road district, fire district, flood district, or other public body, shall let for bid any contract for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required, in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like contract being let in his domiciliary state.

If the bidder is unsure of where their business is domiciled, the following "rule of thumb" may help!

- 1)     Corporation: Domiciled where chartered.
- 2)     Sole Proprietor: Domiciled where permanent headquarters of business located.
- 3)     Partnership: Domiciled where permanent headquarters of business located.

COMPANY NAME: \_\_\_\_\_

STATE OF DOMICILE: \_\_\_\_\_

**NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID!!!!**

**CONTRACTOR'S AFFIDAVIT**  
***CONCERNING ALCOHOL AND DRUG-FREE WORKPLACE***

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The undersigned being duly sworn upon oath, deposes and says that

\_\_\_\_\_ complies with the provisions of Section 72-1717 Idaho

(Contractor Name)

Code (Drug Free Workplace program); that \_\_\_\_\_ provides a

(Contractor Name)

drug-free workplace program that complies with the provisions of Idaho Code, Title 72,

Chapter 17 and will maintain such program throughout the life of a state construction contract

and that \_\_\_\_\_ shall subcontract work only to subcontractors meeting

(Contractor Name)

the requirements of Idaho Code, Section 72-1717(1)(a).

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Address

\_\_\_\_\_

By: \_\_\_\_\_

(Signature)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC for \_\_\_\_\_

Residing at \_\_\_\_\_

My Commission Expires on:

\_\_\_\_\_

**THIS PAGE MUST BE RETURNED WITH YOUR BID DOCUMENTS**

## **SPECIAL PROVISIONS - STATE-AID**

### **I. APPLICATION**

These contract provisions shall apply to all work performed on the contract by the contractor with his own organization and with the assistance of workmen under his immediate superintendence and to all work performed on the contract by piece work, station work or by subcontract.

### **II. EMPLOYMENT LISTS, LABOR SELECTION, NON-DISCRIMINATION**

A local public employment agency has been designated by the State to prepare the employment lists for the project.

All qualified unskilled labor shall be employed insofar as possible from lists furnished the contractor by the employment agency designated in the contract. The contractor may avail himself of the services of the employment agency for obtaining labor of the intermediate and skilled grade.

In the performance of this contract, within the limitations of Subsection 107.01 requiring employment of up to 95% Idaho residents, preference in employment shall be given to qualified honorably discharged Veterans of the United States Armed Forces.

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

1. Compliance with Regulations:

The Contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the U.S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination:

The Contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor, of the Contractor's obligations of this contract and Regulations relative to nondiscrimination on the grounds of race, color, religion, sex, or national origin.

4. Information and Reports:

The Contractor shall provide all information and reports required by Regulations and/or Directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the state of Idaho Transportation Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the state of Idaho Transportation Department or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance:

In the event the Contractor is in noncompliance with the nondiscrimination provision of this contract, the state of Idaho Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- e. Withhold progress payments until it is determined that the contractor is found in compliance;
- f. Suspend the contract, in whole or in part, until the contractor or subcontractor is found to be in compliance with no progress payment being made during this time and no time extension made;
- g. Cancel or terminate the contract for cause;
- h. Assess against the contractor's final payment on this contract or any progress payments on current or future Idaho projects an administrative remedy by reducing the final payment or future progress payment in an amount equal to 10% of this contract or \$7,700, whichever is less.

6. Incorporation of the Provisions:

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to subcontractor or procurement as the state of Idaho Transportation Department or Federal Highway Administration may direct as a means of enforcing the provisions, including sanctions for noncompliance, provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the state of Idaho Transportation Department to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### III. **LABOR PROVISIONS**

The wages of labor shall be paid in legal tender of the United States, except that this condition will be considered satisfied if payment is made by a negotiable check, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where checks are used for payment, the contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements. No fee of any kind shall be asked or accepted by the contractor or any of his agents from any person as a condition of employment on the project.

No employee shall be charged for any tools used in performing their respective duties except for reasonably avoidable loss or damage thereto.

Every employee on the work covered by this contract shall be permitted to lodge, board and trade where and with whom he elects and neither the contractor nor his agents nor his employees shall directly or indirectly require as a condition of employment that an employee shall lodge, board or trade at a particular place or with a particular person.

No charge shall be made for any transportation furnished by the contractor or his agents to any person employed on the work.

No individual shall be employed as a laborer on this contract except on a wage basis, but this shall not be construed to prohibit the rental of teams trucks or other equipment from individuals. No such rental agreement or any charges for feed, gasoline, supplies or repairs on account of such agreement, shall cause any deduction from the wages accruing to any employee except as authorized by the regulations hereinbefore cited.



## BIDDERS RESPONSIBILITY PAGE

PLEASE NOTE: The following documents, IF APPLICABLE TO YOUR BID, must be returned to the Idaho Transportation Department Purchasing Section to allow your bid to be considered.

- 1) **EFFECTIVE: January 1, 2005. Idaho Code, Section 72-1717 – Idaho Employer Alcohol and Drug-Free Workplace Act State Construction Contracts. Required on ALL State Construction or Improvement of Public Property or Publicly Owned Buildings.**
  - Affidavit of Alcohol and Drug Free Workplace Program
- 2) **“Signature Page”**
  - Public Works License Number must be inserted
  - Page must be signed with an original signature
- 3) **Bid Response**
  - Individual, Partnership, or Corporation
  - One of three, depending upon company structure, MUST be completed, signed and notarized
- 4) Bidder must complete Bid Schedule
- 5) Bidder must complete Domicile Form
- 6) For the District 3 Roadside Mowing Bid, the bidder must provide the following:
  - Vendor names and model numbers for all devices used on the project
  - A Gantt chart showing the sequence of mowing must be provided prior to starting
- 7) Subcontractor form SC-1 – **as required per specifications**
- 8) A 5% Bidders Bond or Cashier’s Check
- 9) **All Addenda Must be Signed** and returned with your Bid Documents. It is the Bidder’s responsibility to verify if an addendum was issued.
- 10) **ALL BIDS must be submitted in a sealed enveloped** with the Requisition Number, Bid Open Date, and Project Name clearly marked on the outside of the envelope.
- 11) **NO BID ADJUSTMENTS WILL BE ACCEPTED:** Any changes made to a bid must be submitted as a separate bid and all rules remain in effect. ALL REQUIRED paperwork must be re-submitted.
- 12) **PUBLIC WORKS LICENSE REQUIRED:** - Public Works Contractors License Board – Phone # (208) 332-8968. <http://www2.idaho.gov/dbs>



ADA, BOISE, CANYON, ELMORE,  
OWYHEE & PAYETTE COUNTIES

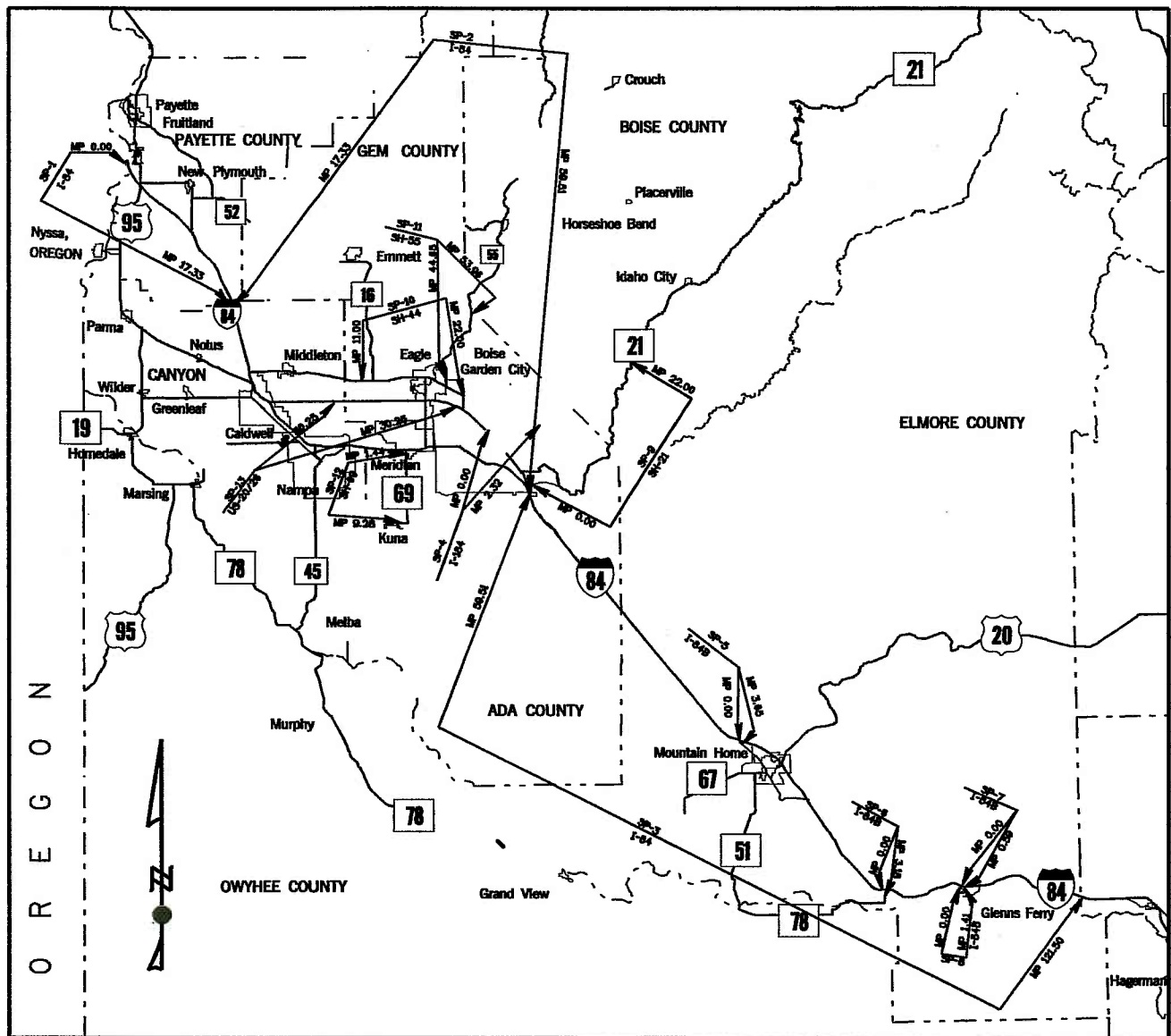
INDEX OF SHEETS

PAGE INDEX	PAGE 1 OF 10
VICINITY MAP	PAGE 2 OF 10
SUMMARY	PAGE 3 OF 10
DETAIL SHEETS	PAGE 4-7 OF 10
TRAFFIC CONTROL	PAGE 8-9 OF 10
BID SCHEDULE	PAGE 10 OF 10

IDAHO TRANSPORTATION DEPARTMENT  
Division of Highways



## VICINITY MAP



### FY06 DISTRICT 3 MOWING

I-184, I-84, I-84B, SH-21, SH-44,  
SH-55, SH-69, US-95

ADA, BOISE, CANYON, ELMORE, OWYHEE & PAYETTE COUNTIES



## SUMMARY

### ADA, BOISE, CANYON, ELMORE, OWYHEE & PAYETTE COUNTIES

<u>PAY ITEM</u>	<u>MILES</u>	<u>ACRES</u>
SP-1 MOWING (I-84 MP 0.00 TO 17.33)	17.33	
SP-2 MOWING (I-84 MP 17.33 TO 59.51)		700.00
SP-3 MOWING (I-84 MP 59.51 TO 121.50)	62.00	
SP-4 MOWING (I-184 MP 0.00 TO 2.32)	*SEE NOTE BELOW	
SP-5 MOWING (I-84B MT. HOME BUS LOOP MP 0.00 TO 3.65)	3.65	
SP-6 MOWING (I-84B HAMMETT BUS LOOP MP 0.00 TO 3.18)	3.18	
SP-7 MOWING (I-84B GLENNS FERRY BUS LOOP MP 0.00 TO 0.59)	0.59	
SP-8 MOWING (I-84B GLENNS FERRY BUS LOOP MP 0.21 TO 1.41)	1.21	
SP-9 MOWING (SH-21 MP 0.00 TO 22.00)	22.00	
SP-10 MOWING (SH-44 MP 11.00 TO 21.81)	10.81	
SP-11 MOWING (SH-55 MP 44.65 TO 53.96)	9.31	
SP-12 MOWING (SH-69 MP 1.44 TO 9.28)	7.84	
SP-13 MOWING (US-20 MP 30.25 TO 43.89)	13.64	
SP-14 RENTAL OF SPECIAL EQUIPMENT	*SEE NOTE BELOW	
SP-15 TRUCK MOUNTED INPACT ATTENUATOR (COMPLETE)	*SEE NOTE BELOW	

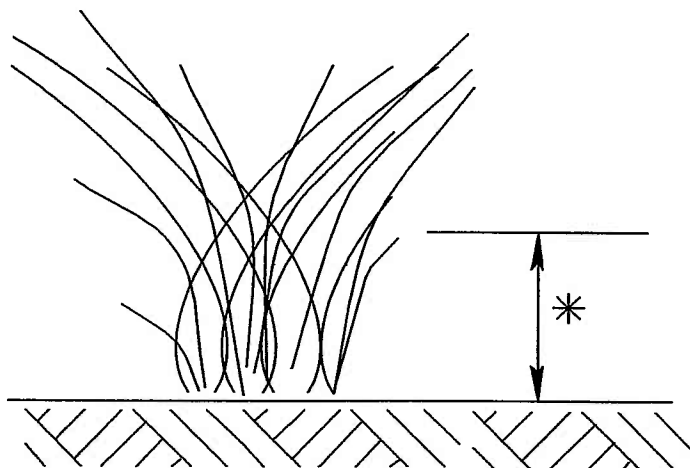
\* SP-4 AND SP-15 WILL BE PAID BY LUMP SUM

\* SP-14 WILL BE PAID BY CONT AMT AND CAPPED AT \$1500.00



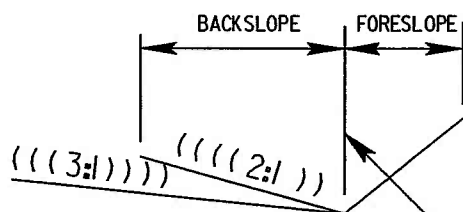
# DETAIL SHEET

MAXIMUM CUTTING HEIGHT



\* SP-1 THRU SP-10 MOWING  
HEIGHT 6 inches

## CUT SECTION

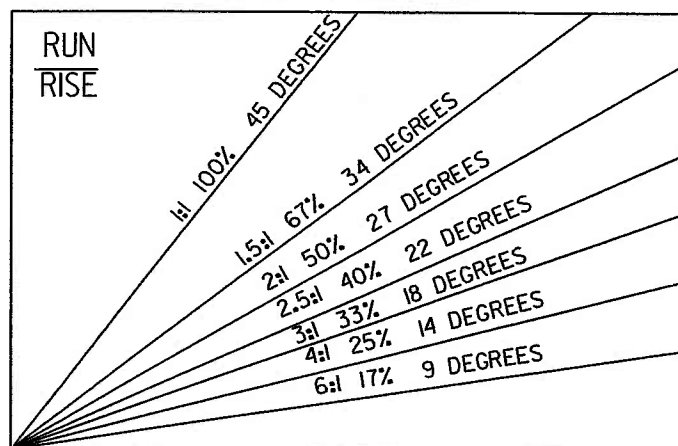


## FILL SECTION

HEIGHT OF NATURAL GROWTH  
SHALL NOT EXCEED HEIGHT  
OF CROWN LINE.

MOW ALL SLOPES 3:1 OR FLATTER. ON  
SLOPES STEEPER THAN 3:1, MOW 6 FEET  
WIDE MEASURED FROM EDGE OF VEGETATION.

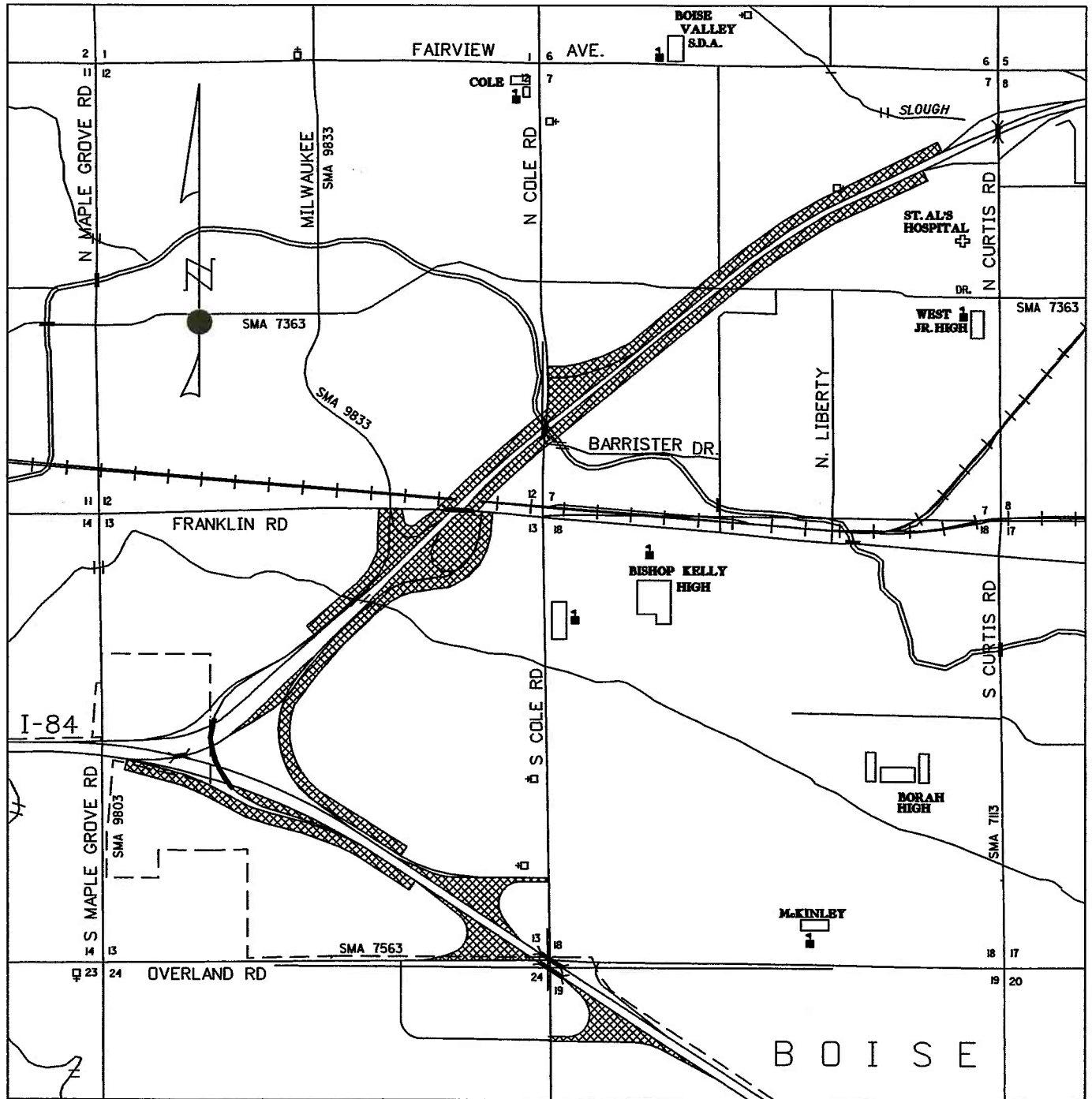
## SLOPE GRADIENTS




N.T.S.



# DETAIL SHEET



## I-184 MOWING AREA

 MOWING AREA N.T.S

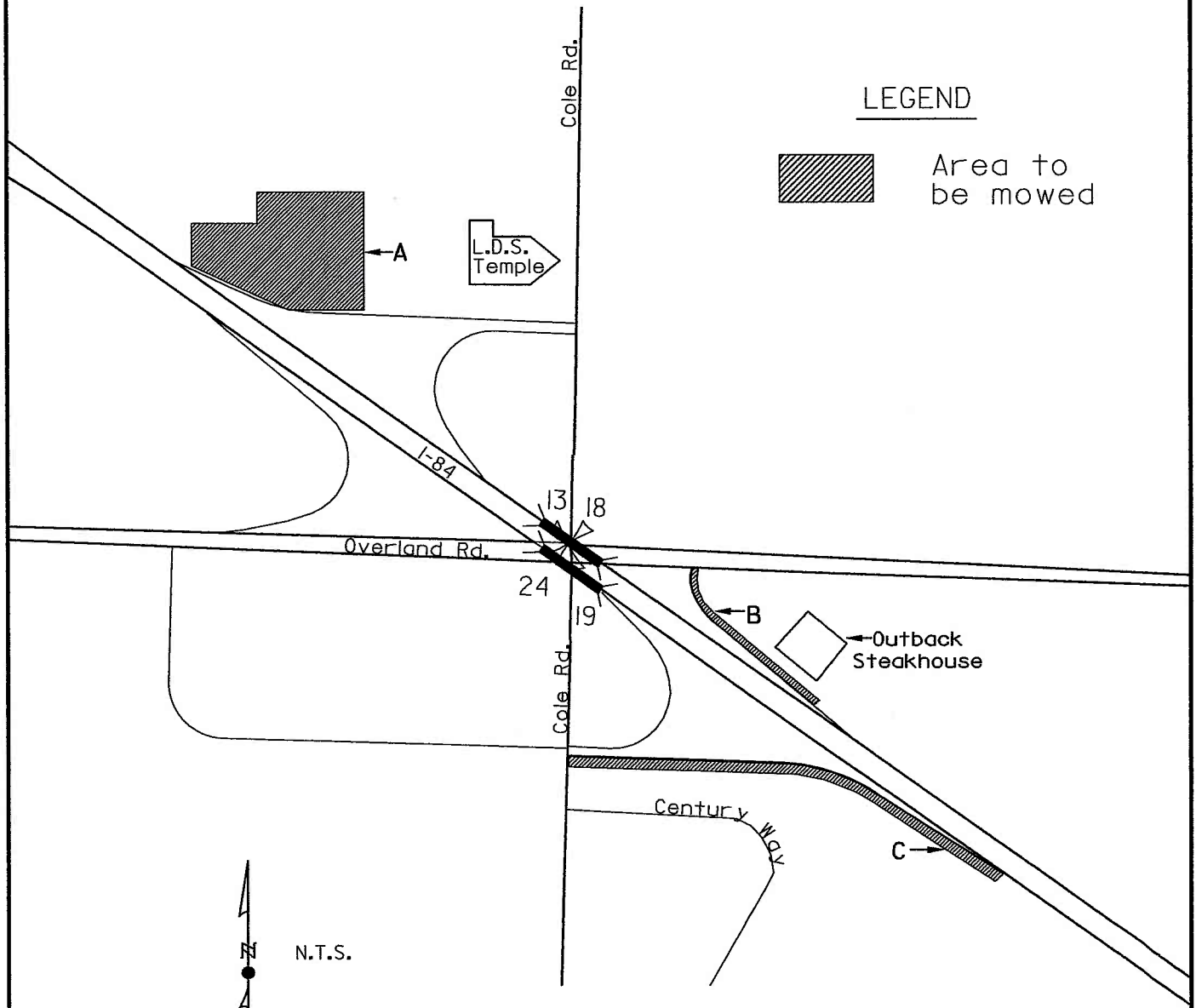
# DETAIL SHEET

COLE/OVERLAND IC AREA  
I-84 (MP 49.809 TO 50.592)

T.3N., R.2E.

## LEGEND

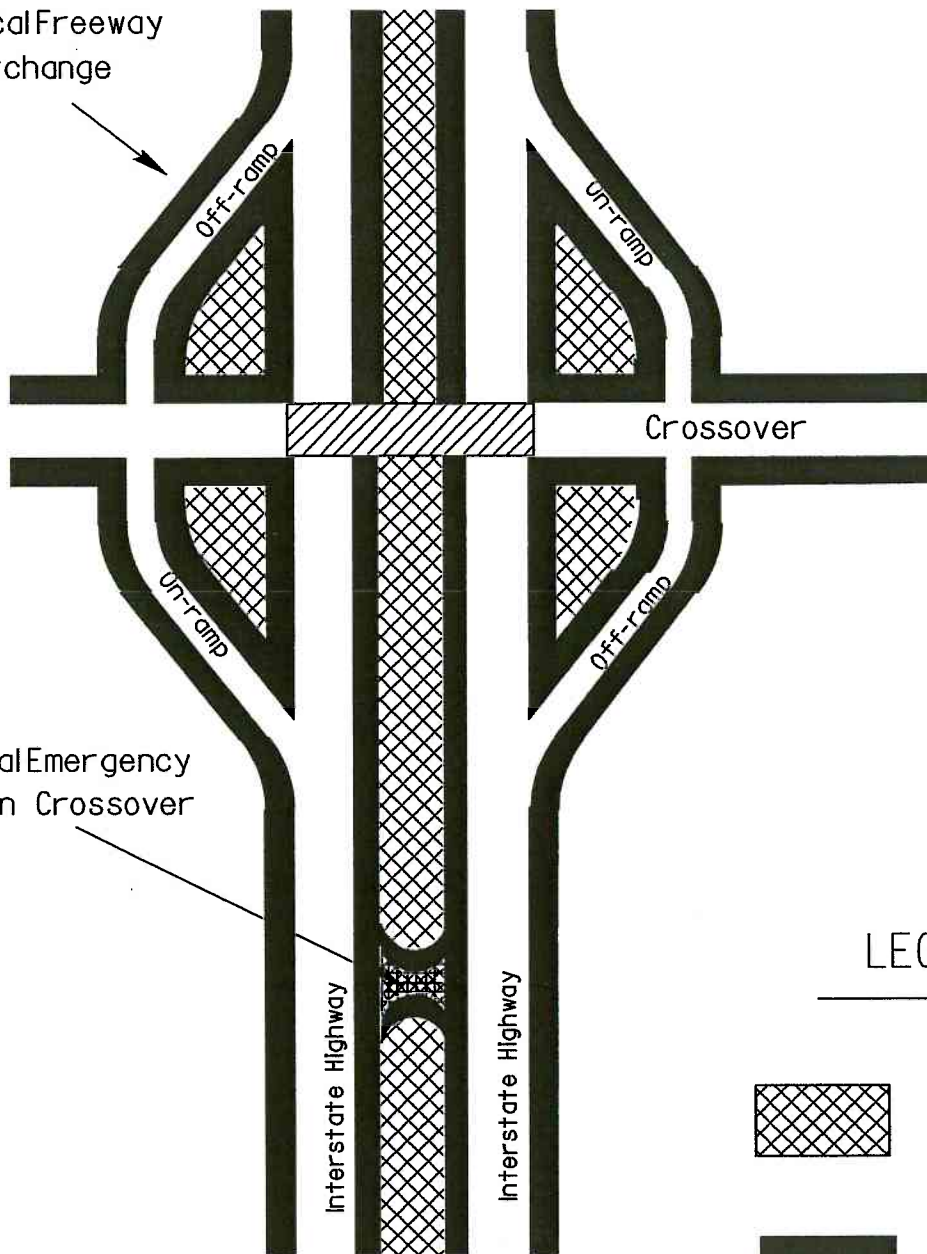
 Area to be mowed





# DETAIL SHEET

Typical Freeway  
Interchange



Typical Emergency  
Median Crossover

Typical Mow Width → | | ←  
(See specific SP for actual  
mowing width specifications)

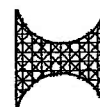
## LEGEND



Area to  
be mowed  
as Specified



Area to  
be mowed



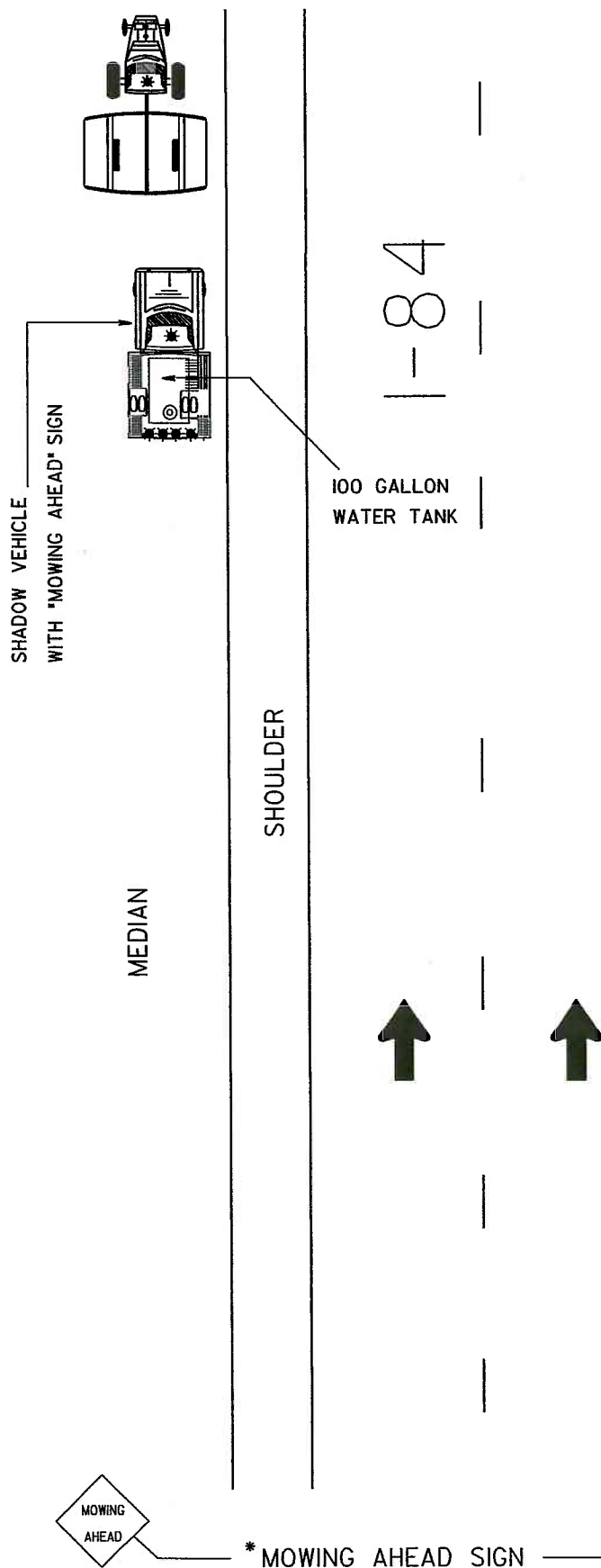
Emergency  
Median  
Cross-over



Bridge Deck

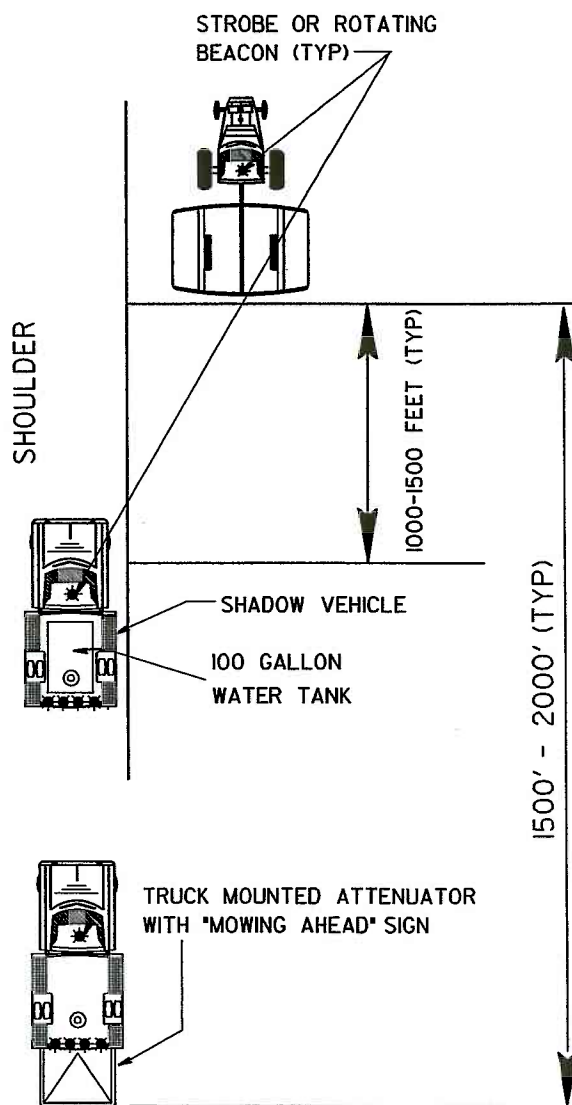
N.T.S.

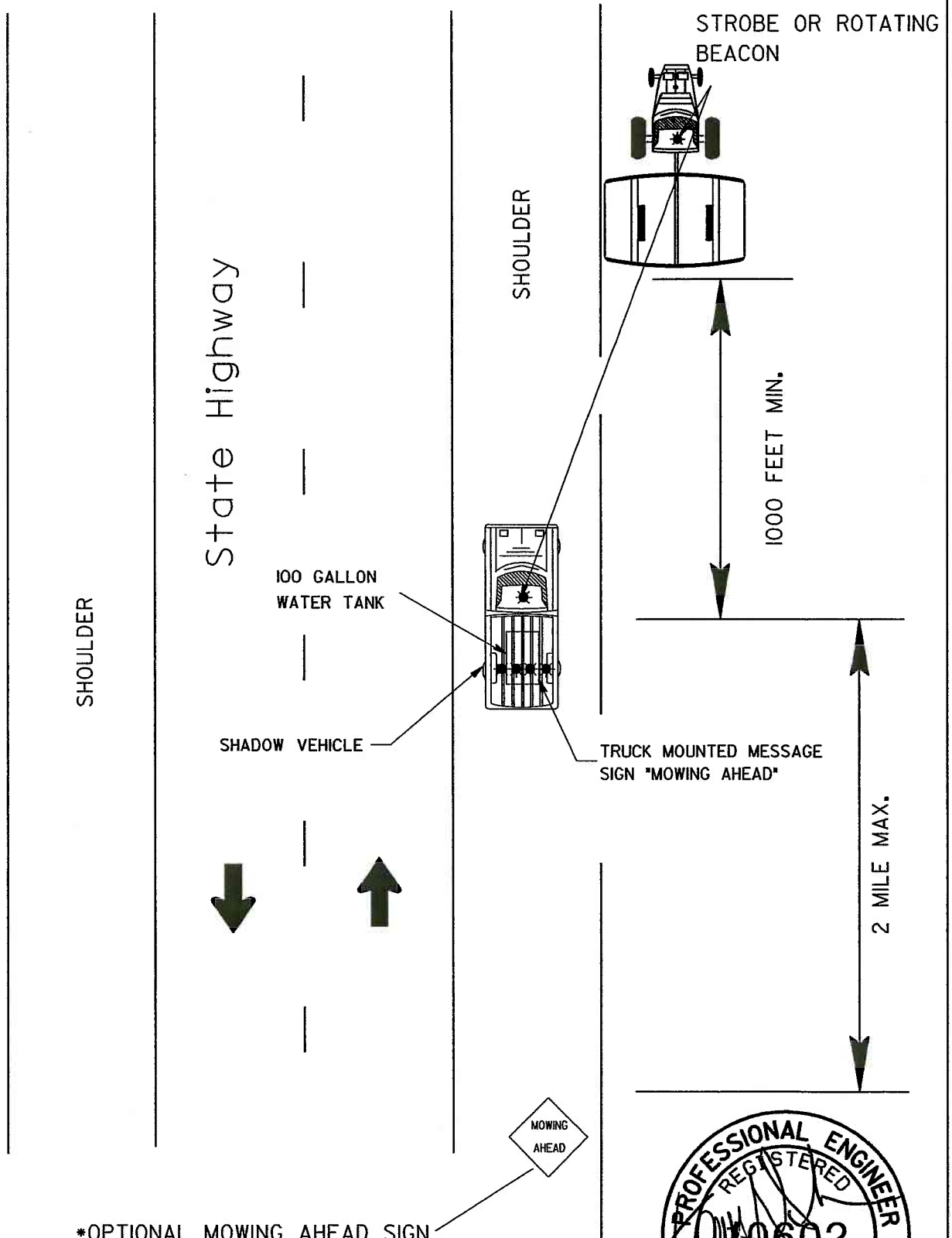




WHEN MOWING BOTH SIDES OF THE ROADWAY, MOWING OPERATIONS SHALL BE SEPARATED BY NO LESS THAN ONE HALF MILE

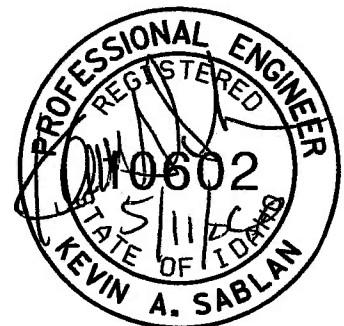
\* MOWING OPERATIONS NOT TO EXCEED 2 MILES OF THE REQUIRED STAND ALONE SIGNS ALONG THE ROADWAY.





\*OPTIONAL MOWING AHEAD SIGN  
(\*NOT OPTIONAL ON SP-5, SP-6, OR SP-7)

MOBILE OPERATION TO BE IDENTICAL FOR BOTH SHOULDERS.



CONTRACTOR :

## SCHEDULE OF ITEMS

ITEM NUMBER	APPRX. QUANTITY AND UNIT	ITEM	UNIT PRICE		AMOUNT BID	
			DOLLARS	CENTS	DOLLARS	CENTS
SP-1	17.33 MILE	MOWING	\$	_____.	\$	_____.
SP-2	700 ACRE	MOWING	\$	_____.	\$	_____.
SP-3	62.00 MILE	MOWING	\$	_____.	\$	_____.
SP-4	1 LUMP SUM	MOWING	\$	_____.	\$	_____.
SP-5	3.65 MILE	MOWING	\$	_____.	\$	_____.
SP-6	3.18 MILE	MOWING	\$	_____.	\$	_____.
SP-7	0.59 MILE	MOWING	\$	_____.	\$	_____.
SP-8	1.21 MILE	MOWING	\$	_____.	\$	_____.
SP-9	22.00 MILE	MOWING	\$	_____.	\$	_____.
SP-10	10.81 MILE	MOWING	\$	_____.	\$	_____.
SP-11	9.31 MILE	MOWING	\$	_____.	\$	_____.
SP-12	7.84 MILE	MOWING	\$	_____.	\$	_____.
SP-13	13.64 MILE	MOWING	\$	_____.	\$	_____.
SP-14	1 CONT AMT	RENTAL OF SPECIAL EQUIPMENT	\$	1500.00	\$	1500.00
SP-15	1 LUMP SUM	TRUCK MOUNTED IMPACT ATTENUATOR (COMPLETE)	\$	_____.	\$	_____.
		TOTAL BID			\$	_____.